

UNITED STATES DISTRICT COURT  
DISTRICT OF MASSACHUSETTS

MICHAEL SHERMAN,	)	Civil No. 05-11545-NG
Plaintiff	)	
v.	)	
VISION LAB TELECOMMUNICATIONS,	)	
INC., et al.,	)	
Defendants	)	

PLAINTIFF'S MOTION TO ENTER DEFAULT OF  
DEFENDANT THE SUPPORT GROUP IN SWEDEN AB  
[RULE 55(a)]

Now comes the Plaintiff and moves this honorable court to enter the default of Defendant The Support Group in Sweden AB (TSG) because it has not answered or otherwise defended the complaint in this matter. Action by the court is required because of the procedural history of the case. In support of this motion, he says as follows.

SUMMARY OF ARGUMENT

TSG was validly served on June 23, 2005 when a Federal Express letter addressed to the Chairman of its Board was actually received. It is subject to the personal jurisdiction of this court on one of the bases that it has transacted business in the Commonwealth of Massachusetts by providing interactive voice response services using toll-free numbers that it must have known would be called by residents of all 50 states, including Massachusetts; or that it is part of a civil conspiracy to violate the TCPA and state telemarketing laws on a massive scale by sending large numbers of junk fax advertisements into states including Massachusetts. TSG has sufficient contacts with the nation as a whole to satisfy constitutional due process concerns.

I. TSG WAS VALIDLY SERVED BY FEDERAL EXPRESS

This motion turns primarily on the validity of service on TSG. Service of process on a non-US corporation may be effected under the Federal Rules of Civil Procedure “by any internationally agreed means reasonably calculated to give notice, such as those means authorized by the Hague Convention on the Service Abroad of Judicial and Extrajudicial Documents.” Fed. R. Civ. P. 4(h) & (f)(1). The Hague Service Convention is codified at 20 U.S.T. 361 (Nov. 15, 1969). Article 10(a) of the Convention expressly authorizes service by mail unless the destination State objects. Sweden has not objected. *Coblentz GMC Freightliner, Inc. v. General Motors Corp.*, 724 F. Supp. 1364, 1372 (M.D. Ala. 1989), *aff’d*, 932 F.2d 978 (11th Cir. 1991). Service by private courier has frequently been approved in federal practice. *See Allen Organ Co. v. ELKA S.p.A.*, 615 F. Supp. 328 (E.D. Pa. 1985); *Dee-K Enterprises, Inc. v. Heveafil SDN. Bhd.*, 174 F.R.D. 376, 379 (E.D. Va. 1997) (DHL was “form of mail”); *EOI Corp. v. Medical Mktg.*, 172 F.R.D. 133, 143 (D.N.J. 1997) (DHL service in UK sufficient under Hague Service Convention).

Therefore, if nothing else had happened in this case besides the Plaintiff serving TSG via Federal Express, the Plaintiff submits that service would unquestionably be deemed sufficient.

Shortly after filing his First Amended Complaint in the state court, however, on June 16, 2005, the Plaintiff filed a motion styled as a Motion to Approve Service by Federal Express. [Ex. A] Thereafter, on June 21, the Plaintiff sent a copy of the complaint and summons to TSG via a Federal Express letter. [Ex. B] The letter was addressed to the Chairman of TSG’s Board. [Ex. C] It was received and signed for on June 23. [Ex. D] The state court denied the motion without opinion or comment on July 12, 2005. [Ex. E] The court was not then aware of the Federal Express letter or its receipt.

The Plaintiff then attempted service by means of an international registered letter mailed from Boston on July 15, 2005. That letter was returned marked “Refusé/Vägrad” on July 25, 2005. [Ex. F] In other words, TSG declined to accept the registered letter. The Plaintiff suggests that TSG will hereafter evade any attempt to serve it with process, having been alerted by its actual notice on June 23 that the Plaintiff is attempting to serve it.

Personal jurisdiction in a case based on this court’s diversity jurisdiction must be determined according to the law of the forum state. *See, e.g., Northern Laminat Sales, Inc. v. Davis*, 403 F.3d 14, 24 (1st Cir. 2005). The validity of service of process is, however, a matter of procedural law as to which the Federal Rules of Civil Procedure govern. *Larsen v. Mayo Med. Ctr.*, 218 F.3d 863, 867 (8th Cir. 2000), *cert. denied*, 531 U.S. 1036 (2000). While the *Rooker-Feldman* doctrine might (or might not, given the primacy of the federal interest in applying its own rules of procedure) preclude review by this court of the state court’s ruling on how service should be accomplished, it is not possible to determine from the state court’s abbreviated order just what that ruling actually was. For aught that appears in the state court record, the judge believed that the question whether service by Federal Express would be permissible was not yet ripe because the Plaintiff had yet to attempt service by other means, such as by registered mail. He has now (fruitlessly) attempted to do so.

Under federal law, “[i]n all cases removed from any State court to any district court of the United States in which any one or more of the defendants has not been served with process or in which the service has not been perfected prior to removal, or in which process served proves to be defective, such process or service may be completed or new

process issued in the same manner as in cases originally filed in such district court.” 28 U.S.C. § 1448; *see Rentz v. Swift Transp. Co.*, 185 F.R.D. 693, 697 (M.D. Ga. 1998).

“Service of process that is technically incorrect does not warrant dismissal where the defendant has received actual notice in time to preserve its rights and the character of the irregularity does not affect the validity of the judicial proceeding.” *Howse v. Zimmer Mfg.*, 109 F.R.D. 628, 631 (D. Mass. 1986) (Caffrey, J.). Given that TSG has received actual notice of this case and may be expected to rebuff any attempts to serve it with other notices, this court should validate the service previously made on June 23 *nunc pro tunc*.

## II. THIS COURT MAY ASSERT PERSONAL JURISDICTION OVER TSG

“A court which is asked to enter default judgment should assure itself that it has jurisdiction both over the subject matter and the parties.” *Estates of Ungar v. Palestinian Auth.*, 325 F. Supp. 2d 15, 45 (D.R.I. 2004). At the present time, the Plaintiff is merely asking the court to enter a default under Rule 55(a)—and not a judgment under Rule 55(b)—against one of several defendants for failure to plead. Ruling on subject matter jurisdiction should await the presence of all defendants before the court so that the issues can be fully explored.

As previously noted, the propriety of asserting personal jurisdiction over a defendant in a diversity case depends on state law. A Massachusetts court would inquire whether a statute authorizes the assertion of jurisdiction and, if so, whether the exercise of jurisdiction is consistent with due process. *Good Hope Industries Inc. v. Ryder Scott Co.*, 378 Mass. 1, 5-6 (1979); *see Ealing Corp. v. Harrods, Ltd.*, 790 F.2d 978, 981 (1st Cir. 1986).

In this case, the Plaintiff offers to prove that he received 41 unsolicited facsimile advertisements in the period September 22, 2004 through December 26, 2004, each of which contained a so-called “remove” number subscribed for by TSG through another of the Defendants in this case, namely Teledata Solutions, Inc.<sup>1</sup> He knows this because Teledata answered a subpoena while this case was still pending in the state court and provided a list of many hundred toll-free numbers for which TSG is the subscriber. The whole point of a toll-free number is that someone can dial it from anywhere in the United States without paying for the call. TSG is chargeable with knowing that Massachusetts is part of the United States. The Plaintiff believes he will be able to prove that TSG derives substantial revenue from one or more fax broadcasters and advertisers as a result of calls made by Massachusetts residents *or* because calls *could be made* by Massachusetts residents. This, he says, is sufficient to establish that his cause of action arises from TSG’s “transacting any business in the commonwealth.” *See* Mass. Gen. L. c. 223A, § 3(a).

Alternatively, the Plaintiff says that TSG has engaged in what amounts to a civil conspiracy to violate the TCPA and state telemarketing laws on a massive scale and that jurisdiction might be founded on TSG and other members of the conspiracy having “caus[ed] tortious injury by an act or omission in this commonwealth,” namely by transmitting unsolicited facsimile advertisements over wires and other facilities located

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<sup>1</sup> Junk fax advertisements typically contain a toll-free number that a recipient can supposedly dial in order to be removed from the sender’s database of fax numbers. Since the TCPA outlaws fax advertising without prior express consent, 47 U.S.C. § 227(a)(5), providing remove numbers is actually a ploy to persuade credulous victims that they must do something to stop the deluge. The FCC has consistently held that there is *no* opt-out requirement. *See* Memorandum Opinion and Order, 10 F.C.C. Rcd. 12391, 12408 ¶ 37 (FCC 95-310, Aug. 7, 1995) (refusing to create exemption for failure to call a toll-free opt-out number); Report and Order, 18 F.C.C. Rcd. 14014, 14128-29 ¶ 193 (FCC 03-153, July 3, 2003) (same). The Massachusetts Telemarketing Solicitation Law likewise requires prior consent to avoid liability. *See* Mass. Gen. L. c. 159C, § 1 (definition of “unsolicited telephonic sales call”).

within Massachusetts. *See id.* § 3(c). Moreover, the Massachusetts Telemarketing Solicitation Law (MTSL) applies by its own terms to persons who transmit telephonic sales calls “from a location outside of the commonwealth to consumers in the commonwealth,” Mass. Gen. L. c. 159C, § 1, and it also specifically authorizes a Massachusetts court to assert *in personam* jurisdiction over a nonresident for MTSL violations, *id.* § 12. If, as the Plaintiff has alleged, TSG has acted in concert with other parties to send junk fax advertisements into Massachusetts, it is subject to suit here under either the “tortious injury” prong of the long-arm statute or under the MTSL.

Having determined that a statute authorizes the assertion of jurisdiction, the court should turn to the question whether the due process clause of the Fourteenth Amendment permits the court to exercise that authority. *Good Hope Industries, supra*. The Massachusetts long-arm statute allows assertion of personal jurisdiction “to the limits allowed by the Constitution of the United States.” *Automatic Sprinkler Corp. of America v. Seneca Foods Corp.*, 361 Mass. 441, 443 (1992); *see Daynard v. Ness, Motley, Loadholt, Richardson & Poole, P.A.*, 290 F.3d 42, 52 (1st Cir. 2002), *cert. denied*, 537 U.S. 1029 (2002). The constitutional test embodies two subtests: has the defendant engaged in activity purposefully directed toward the forum state, and (if so) does the defendant have sufficient minimum contacts with the forum such that maintenance of suit would “not offend traditional notions of fair play and justice.” *See Burger King Corp. v. Rudzewicz*, 471 U.S. 462, 472-73 (1985); *International Shoe Co. v. Washington*, 326 U.S. 310, 316 (1945).

It may well be that TSG has not “purposefully directed” its activities toward Massachusetts in particular. But it surely *has* directed activities towards the United States

as a whole from what it hoped would be a safe perch in Sweden. Contacts with the nation as a whole are sufficient to satisfy the *International Shoe* requirement of minimum contacts with this forum. *See System Pipe & Supply, Inc. v. M/V Viktor Kurnatovskiy*, 242 F.3d 322, 325 (5th Cir. 2001) (Rule 4(k)(2) applies when “defendant has sufficient contacts with the nation as a whole”); Fed. R. Civ. P. 4(k)(2) (service or waiver of service sufficient to acquire jurisdiction “[i]f the exercise of jurisdiction is consistent with the Constitution and laws of the United States”). The court should note that a Swedish company is hardly likely to pay international long distance rates to service what must number in the many thousands of calls per day to its assigned toll-free numbers: there has to be a U.S. call center that actually fields those calls.

Given the likely existence of a U.S. base and the fact that owning a collection of U.S. toll-free numbers can have but one purpose—namely the receipt of calls from U.S. persons—it cannot be unfair to require TSG to litigate claims in the U.S. when those claims arise directly from its toll-free number services. Measuring just by the airline distance, a New England state provides the most convenient forum for a Swedish company to litigate within the U.S. It is therefore eminently fair to require TSG to appear and defend a suit by a Massachusetts consumer.

Accordingly, the Plaintiff submits that TSG is certainly subject to suit in Massachusetts, such that entry of a default is both permissible and appropriate.

[The remainder of this page was intentionally left blank.]

RELIEF REQUESTED

WHEREFORE the Plaintiff respectfully requests that the court enter the default of The Support Group in Sweden AB for failure to answer or otherwise defend and enter such other orders as justice may require.

Dated: August 2, 2005

MICHAEL SHERMAN, by his attorney,

/s/ Walter Oney

Walter Oney (BBO # 379795)

4 Longfellow Place

Boston, MA 02114

Tel: 617-227-5620

Fax: 617-227-5760

VERIFICATION

The undersigned certifies under the penalties of perjury that each of the exhibits annexed hereto are true and complete copies of what they purport to be and that each fact stated in this motion is true, except that, as to facts stated on information or belief, he believes them to be true.

Dated: August 2, 2005

/s/ Walter Oney



CERTIFICATE OF SERVICE

I hereby certify that a true copy of the above document was served upon the following parties by the method indicated:

**By automatic electronic notice:**

(None)

**By first-class mail, postage prepaid:**

Richard M. Zielinski, Esq.  
Attorney for Vision Lab Telecommunications, Inc.  
Goulston & Storrs, PC  
400 Atlantic Ave.  
Boston, MA 02110-3333

John Ottenberg, Esq.  
Attorney for Teledata Solutions, Inc.  
Ottenberg & Dunkless LLP  
101 Arch St.  
Boston, MA 02110

Dated: August 2, 2005

/s/ Walter Oney\_\_\_\_\_

UNITED STATES DISTRICT COURT  
DISTRICT OF MASSACHUSETTS

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Plaintiff	)	
v.	)	
VISION LAB TELECOMMUNICATIONS,	)	
INC., et al.,	)	
Defendants	)	

INDEX OF EXHIBITS TO PLAINTIFF'S MOTION TO ENTER DEFAULT OF  
DEFENDANT THE SUPPORT GROUP IN SWEDEN AB

- A. Plaintiff's June 16, 2005, motion, filed in the state trial court, to approve service by Federal Express.
- B. International Air Waybill number 849072376347 used to transmit copy of summons and complaint to The Support Group in Sweden AB on June 21, 2005, redacted by counsel to obscure account number.
- C. Certificate of Registration for The Support Group in Sweden AB.
- D. Federal Express delivery confirmation for International Air Waybill number 849072376347 attesting to receipt and signature by M. Ostman on June 23, 2005.
- E. Action by state trial court on July 12, 2005 denying Plaintiff's June 16 motion to approve service by Federal Express.
- F. Front and rear of international registered letter sent by the Plaintiff's attorney to The Support Group in Sweden AB on July 15, 2005 and refused on July 27, 2005.

UNITED STATES DISTRICT COURT  
DISTRICT OF MASSACHUSETTS

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# EXHIBIT A

TRIAL COURT OF MASSACHUSETTS  
SUPERIOR COURT DEPARTMENT  
MIDDLESEX COUNTY

MIDDLESEX, ss.

Civil No. MICV2004-05030

MICHAEL SHERMAN, )  
Plaintiff )  
v. )  
VISIONLAB TELECOMMUNICATIONS, )  
INC., et al., )  
Defendants )

PLAINTIFF'S MOTION TO APPROVE SERVICE BY  
FEDERAL EXPRESS [MRCP 4(e)(5)]

Now comes the Plaintiff and moves that this honorable court authorize service of a summons and a copy of the Plaintiff's First Amended Complaint on Defendants THE SUPPORT GROUP IN SWEDEN AB and HIGHLAND MARKETING LLC by means of Federal Express Delivery. In support hereof, the Plaintiff respectfully submits the attached Memorandum of Law.

Dated: June 16, 2005

MICHAEL SHERMAN, by his attorney,

  
\_\_\_\_\_  
Walter Oney (BBO # 379795)  
4 Longfellow Place  
Boston, MA 02114  
Tel: 617-227-5620  
Fax: 617-227-5760

*denied*

# EXHIBIT B

RETAIN THIS COPY FOR YOUR RECORDS

# FedEx® Express

For FedEx services worldwide

## International Air Waybill

1 From Please print and press hard  
 Data 66 Jan 105 Sender's FedEx Account Number 2819-8754-2  
 Sender's Name Walter Oney Phone 617-227-5620  
 Company \_\_\_\_\_  
 Address 4 Longfellow Place  
 Address \_\_\_\_\_  
 City Boston State MA  
 Country USA ZIP 02114  
 2 To Recipient's Name Inger Anita Grütz Phone \_\_\_\_\_  
 Company The Support Group in Sweden AB  
 Address Liljeholmsvägen 18 Date/Place \_\_\_\_\_  
 Address \_\_\_\_\_  
 City Stockholm State Sweden  
 Country Sweden ZIP 117 61  
 Recipient's Tax ID number for Customs purposes  
 e.g. GST/VAT/ID/AVEN or as locally required

3 Shipment Information ☐ For EU Only: Tick here if goods are not in free circulation and provide C.I.  
 Total Packages 1 Total Weight 1 kg ☐ 1 lb ☐ 1 oz ☐ 1 g ☐ 1 mm ☐ 1 in ☐ 1 cm ☐ 1 m ☐ 1 km

Commodity Description REQUIRED	Harmonized Code	Country of Manufacture	Value for Customs REQUIRED
<u>documents only</u> COMPLETE IN ENGLISH			
For U.S. Export Only: Check One <input type="checkbox"/> No SED required, value \$250 or less per Schedule B Commodity number <input type="checkbox"/> SED required per exemption <input type="checkbox"/> SED attached (provide export license no. and exp. date or license exemption symbol, where applicable)			Total Value for Customs (Specify Currency)

## Sender's Copy

Not all services and options are available to all destinations. Dangerous goods cannot be shipped using this Air Waybill.

4 Express Package Service  
 Packages up to 150 lbs. / 68 kg  
 For Airwaybill use only. Not for use with FedEx Express Service and Air Waybill.  
☒ FedEx Intl. Priority  
☐ FedEx Intl. First (higher rates apply)  
☐ FedEx Intl. Economy (lower rates apply)  
☐ FedEx Envelope  
☐ FedEx Pak  
☐ FedEx Tube  
☐ FedEx 10kg Box  
☐ FedEx 25kg Box

5 Packaging  
 These units have been with special pricing as provided by FedEx for FedEx Intl. Priority only.  
☒ Special Handling  
☐ HOLD at FedEx Location  
☐ SATURDAY Delivery (Available to select locations for FedEx Intl. Priority only)

6 Payment Bill transportation charges for:  
 Enter FedEx Acct. No. or Credit Card No. below:  
☒ Sender Acct. No. in Section 1 will be billed  
☐ Recipient  
☐ Third Party  
☐ Cash  
☐ Check  
☐ Cheque  
☐ FedEx Use Only  
 Credit Card No. \_\_\_\_\_  
 Credit Card Exp. Date \_\_\_\_\_

7b Payment Bill delivery and taxes for:  
 Enter FedEx Acct. No. below:  
☒ Sender Acct. No. in Section 1 will be billed  
☐ Recipient  
☐ Third Party  
☐ Cash  
☐ Check  
☐ Cheque  
☐ FedEx Use Only  
 Credit Card No. \_\_\_\_\_  
 Credit Card Exp. Date \_\_\_\_\_

8 Your Internal Billing Reference  
 First 24 characters will appear on invoice.  
 OPTIONAL

9 Required Signature  
 Use of this Air Waybill constitutes your agreement to the Conditions of Contract on the back of this Air Waybill, and you represent that this agreement does not require a U.S. State Department License of certain dangerous goods. Certain international treaties, including the Warsaw Convention, may apply to this shipment and limit our liability for damage, loss, or delay, as described in the Conditions of Contract. We warrant that these commodities, technology, or software were exported from the United States in accordance with U.S. Export Administration Regulations. Diversion contrary to U.S. law prohibited.  
 Sender's Signature: Walter Oney  
 This is not authorization to deliver this shipment without a recipient signature.

For Completion Instructions, see back of fifth page.

500  
 PART 1000-1000, Date 1000  
 0100-1000, Date 1000  
 PRINTED IN U.S.A.  
 0402

Try online shipping at fedex.com

Questions? Visit our Web site at fedex.com.  
 Or in the U.S., call 800.247.4747. Outside the U.S., call your local FedEx office.

# EXHIBIT C





Registration number: 556663-4084  
Date of registration: 2004-06-22  
Company name: The Support Group In Sweden AB  
Address: Liljeholmsvägen 18  
117 61 STOCKHOLM  
Stockholm  
Registered office:  
Share capital: SEK 100 000



**BOARD MEMBER, CHAIRMAN OF THE BOARD**

470120-4341 Grütz, Inger Anita, Vegagatan 46 B, 413 11 GÖTEBORG

**BOARD MEMBERS**

670826-0242 Fredriksson, Inger Christina, Tulegatan 14, 3 tr,  
172 78 SUNDBYBERG

**DEPUTY MEMBERS OF THE BOARD**

621105-0155 Titov, Dimitrij, Viks Skolväg 8 A, 139 35 VÄRMDÖ

**OTHER PERSONS AUTHORIZED TO SIGN ON BEHALF OF THE COMPANY**

701105-4900 Wallman, Anna Bessie Caroline, Övre Bergsvägen 2,  
126 34 HÄGERSTEN

**AUDITORS**

740203-8934 Kangas, Peter Magnus, Öhrlings Price WaterhouseCoop,  
113 97 STOCKHOLM

**SIGNATORY POWER**

In addition to the board of directors,  
Grütz, Inger Anita  
Wallman, Anna Bessie Caroline  
individually,

or

Fredriksson, Inger Christina  
Wallman, Anna Bessie Caroline  
jointly,

are entitled to sign on behalf of the company.

CONTD.



Registration number: 556663-4084

Date of registration: 2004-06-22

Company name: The Support Group In Sweden AB

**FINANCIAL YEAR**

Registered financial year: 0901 - 0831

No annual reports have been submitted to the Swedish Companies Registration Office

**DATE OF REGISTRATION OF CURRENT AND PREVIOUS COMPANY NAMES**

2004-08-12 The Support Group In Sweden AB

2004-06-22 Starta Eget Boxen 4965 AB

SUNDSVALL 2005-01-18

Ex officio

  
BENTE OHLSSON





**Registration number:** 556663-4084  
**Date of registration:** 22<sup>nd</sup> June, 2004  
**Company name:** The Support Group In Sweden AB  
**Address:** Liljeholmsvägen 18  
117 61 STOCKHOLM



**Objects of the company:**

The company shall carry on purchasing and administration of communication and IT systems as well as business compatible therewith.

Sundsvall, 18<sup>th</sup> January, 2005  
Ex officio

  
Bente Ohlsson



# EXHIBIT D



FedEx Express  
Customer Support  
Domestic Trace  
3875 Airways Boulevard  
Module H, 4th Floor  
Memphis, TN 38118

U.S. Mail: PO Box 727  
Memphis, TN 38184-4843

Telephone 801-360-3600



June 29, 2005

WALTER ONEY  
(617) 227-5760

Dear WALTER ONEY:

Our records reflect the following delivery information for the shipment with the tracking number 849072376347. The information is incomplete and we regret the inconvenience this may cause. However, as stated in the FedEx Service Guide, we assume no liability for our inability to provide a copy of the delivery record.

**Delivery Information:**

Signed For By: M.OSTMAN

Delivered to:

Delivery Date: June 23, 2005

Delivery Time: 02:10 PM

**Shipping Information:**

Tracking No: 849072376347

Ship Date: June 21, 2005

Shipper: WALTER ONEY  
ONEY, WALTER  
4 LONFELBAS PLACE  
BOSTON, MA 02114  
US

Recipient: INGER ANITA GRUTZ  
THE SUPPORT GROUP IN  
SWEDEN AB  
LILJEHOLMSVAGEN 18  
STOCKHOLM, 11761  
SE

Thank you for choosing FedEx Express. We look forward to working with you in the future.

FedEx Worldwide Customer Service  
1-800-Go-FedEx (1-800-463-3339)  
Reference No: R2005062900222793340

This Information is provided subject to the FedEx Service Guide.

# EXHIBIT E

**Commonwealth of Massachusetts**

**County of Middlesex**

**The Superior Court**

**Civil Docket MICV2004-05030**

RE: Sherman v Visionlab Telecommunications, Inc. et al

TO: Walter Oney, Esquire  
4 Longfellow Place  
Boston, MA 02114

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**CLERK'S NOTICE**

This is to notify you that in the above referenced case the Court's action on **07/13/2005**:

*RE: Plff's MOTION to Approve Service by Federal Express on defts  
The Support Group in Sweden AB & Highland Marketing LLC, memo of  
law in support of*

**is as follows:**

**MOTION (P#10) After review, the motion is DENIED Dated: July 12, 2005  
(Haggerty, Justice) Notices mailed July 13, 2005**

Dated at Cambridge, Massachusetts this 13th day of July,  
2005.

Edward J. Sullivan,  
Clerk of the Courts

BY:

Leona Kusmirek  
Assistant Clerk

Telephone: 617-494-4010 EXT 4251

Copies mailed 07/13/2005

# EXHIBIT F



WALTER ONEY  
ATTORNEY AT LAW  
4 LONGFELLOW PLACE  
BOSTON, MA 02114



RB 460 204 316 US

Label 200, July 1999

(102595) 99-M-1904

RETOUR  
RETUR

RETURN RECEIPT  
REQUESTED

CN 15  
(ancien C33/CF-10)

The Support Group in Sweden AB

Liljens väg 18

SE-141 76 Stockholm

SWEDEN

2005-07-25

Vägråd.

U.S. POSTAGE  
PAID  
BOSTON, MA  
02114  
JUL 15, '05  
AMOUNT

\$11.65  
00046809-04

9140



☐ Inconnu  
Okänd

☒ Refusé  
Vägråd

☐ Déménagé  
Flyttat

☐ Non réclamé  
Ej efterfrågat

☐ Adresse insuffisante  
Ofullständig adress

☐ Adresse postale changée  
Ändrad postadress

☐ Nouvelle adresse  
Ny adress

B1 2200, 14 (let 99)

Item Description (Nature de l'envoi)	Registered Article (Envoi recommandé)	Printed Letter (Lettre)	Other (Autre)	Recorded Delivery Envoi à livraison attestée	Express Mail International
Insured Parcel (Colis avec valeur déclarée)	Insured Value (Valeur déclarée)		Article Number RB4602043164	Date of Posting (Date de dépôt) July 15, 2005	
Addressee Name or Firm (Nom ou raison sociale du destinataire) The Support Group in Sweden AB					
Street and No. (Rue et No.) Liljens väg 18					
Place and Country (Localité et pays) SE-14176 Stockholm Sweden					
<p>This receipt must be signed by: (1) the addressee, or (2) a person authorized to sign under the regulations of the country of destination, or (3) if destination (Finland) Bureau de destination.</p> <p>(Ce reçu doit être signé par le destinataire ou par une personne y autorisée en vertu des règlements du pays de destination ou, si cas échéant, le premier courriel document à expédier.)</p>					
Signature of Addressee (Signature du destinataire)			Signature of Employee (Signature de l'agent du bureau de destination)		
Office of Destination (Bureau de destination)			Office of Destination Employee Signature (Signature de l'agent du bureau de destination)		
<p>The article mentioned above was duly delivered. (L'envoi mentionné ci-dessus a été dûment livré.)</p>					
Date					

PS Form 2865, February 1997 (Reverse)